

BakerHostetler

Baker&Hostetler LLP

45 Rockefeller Plaza
New York, NY 10111

T 212.589.4200
F 212.589.4201
www.bakerlaw.com

Melissa M. Carvalho
direct dial: 212.589.4289
mcarvalho@bakerlaw.com

March 24, 2021

VIA ECF

Honorable John P. Cronan
United States District Judge
United States District Court
Southern District of New York
500 Pearl Street
New York, N.Y. 10007

Re: Samsung C&T America, Inc. v. Tommy Bahama Group, Inc., et al., Case No. 20-cv-10348 (JPC) – Letter-Motion to Redact Portions of Exhibit in Support of Tommy Bahama’s Opposition to Samsung’s Motion for Partial Judgment on the Pleadings

Dear Judge Cronan:

We represent Defendants/Counterclaim Plaintiffs Tommy Bahama Group, Inc. and Tommy Bahama Global Sourcing Limited (collectively, “Tommy Bahama”) in the above-referenced matter. We write pursuant to Rule 4.B.ii of Your Honor’s Individual Rules and Procedures for Civil Cases to request approval to redact certain portions of an exhibit to be attached to Tommy Bahama’s Opposition to Plaintiff and Counterclaim Defendant Samsung C&T America, Inc.’s Motion for Partial Judgment on the Pleadings (“Opposition”). Counsel for Samsung C&T America, Inc. has consented to this request.¹

Specifically, Tommy Bahama seeks to attach relevant excerpts from a trademark license agreement between Tommy Bahama and Third-Party Defendant TB Footwear LLC (the “License Agreement”) to its Opposition. Tommy Bahama believes it is necessary to redact portions of the License Agreement which are not relevant to the current motion before the Court, in a narrowly tailored fashion, in order to protect its confidential commercial information as well as its sensitive, non-public, and proprietary information, consistent with *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119-20 (2d Cir. 2006). *See also Refco Grp., LLC v. Cantor Fitzgerald, L.P.*, No. 13 Civ. 1654 (RA) (HBP), 2015 WL 4298572, at * (S.D.N.Y. July 15, 2015) (acknowledging risk of

¹ At the time of filing, counsel for TB Footwear LLC and GMI USA Corp. has not indicated whether he consents to or opposes Tommy Bahama’s request.

Honorable John P. Cronan
March 24, 2021
Page 2

competitive disadvantage by disclosure may justify sealing). Tommy Bahama does not believe that there is a less restrictive means of providing this information to the Court.

Accordingly, Tommy Bahama respectfully requests leave to redact certain portions of the License Agreement. Pursuant to Rule 4.B.ii, Tommy Bahama is publicly filing the redacted exhibit and is filing under seal a copy of the unredacted exhibit with the proposed redactions highlighted.²

Respectfully submitted,

/s/ Melissa M. Carvalho
Melissa M. Carvalho

cc: All counsel of record (via ECF)

The Court provisionally permits Defendants Tommy Bahama Group, Inc. and Tommy Bahama Global Sourcing Limited to file Exhibit A, Dkt. 37, in unredacted form under seal and with the proposed redactions on the public docket, on the grounds that the redactions are not relevant to the disposition of Plaintiff's pending Motion for Partial Judgment on the Pleadings and contains confidential and sensitive commercial information. *See Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110 (2d Cir. 2006). The Court will issue a final decision whether to maintain the redactions to Exhibit A and the sealed filing after deciding Plaintiff's motion.

SO ORDERED

Date: March 25, 2021
New York, New York



JOHN P. CRONAN
United States District Judge

² Since Tommy Bahama's Opposition is due today, in the absence of a Court order on this issue, Tommy Bahama will publicly file the License Agreement in redacted form as requested in this letter-motion.